



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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September 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: OFF-SITE STORAGE AND RETRIEVAL OF RECORDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment 1 to Contract No. 71063 with Iron Mountain, Inc., located in Vernon, California, for Off-Site Storage and Retrieval of Records, to extend the contract on a month-to-month basis for up to 12 months not to exceed a contract aggregate amount of \$70,000 for the 12-month term, effective October 14, 2007.
2. Authorize the Director of Public Works or his designee to increase the contract aggregate amount, as amended, up to an additional 25 percent for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Director of Public Works or his designee to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to extend Contract No. 71063 with Iron Mountain, Inc., located in Vernon, California, for as-needed off-site storage and retrieval of records services for up to 12 months. The Department of Public Works (Public Works) is preparing a Request for Proposals to secure recordkeeping services. During final review of the revised scope of work for the Request for Proposals, it was determined that the 10-year-old recordkeeping provisions are inadequate by current

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standards. The one-year extension with the current contractor will enable Public Works to review and analyze electronic recordkeeping requirements and to incorporate updated technology in the scope of work for more efficient document management. Public Works anticipates that within the 12-month extended contract period or sooner, it will receive and evaluate proposals and recommend award of a contract for continued provision of this service.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organizational Effectiveness (Goal 3). Continuing this service with the existing contractor while soliciting a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The requested not-to-exceed contract aggregate amount is \$70,000, plus 25 percent of that amount for unforeseen, additional work within the scope of the contract, if required, for the 12-month period. Financing for this service is available within various Fiscal Year 2007-08 Funds.

When the need arises for services under this contract, financing the required service will be made from the appropriate fund source. Total expenditures under this contract, however, will not exceed the contract aggregate amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 14, 1997, Synopsis 21, your Board approved the existing contract with Iron Mountain, Inc. for one year plus nine 1-year renewal options. On June 5, 2001, Synopsis 60, your Board approved supplementing this contract's annual amount by \$20,000, increasing this contract's annual not-to-exceed amount to \$50,000. On August 1, 2006, Agenda Item 38, your Board approved supplementing this contract's annual amount by \$20,000, increasing this contract's annual not-to-exceed amount to \$70,000.

The amendment, which is substantially reflected in the attached form, will continue the contract's current terms, specifications, and conditions. The Director of Public Works will execute the amendment in accordance with your Board's authorization upon proper execution by the contractor and approval as to form by County Counsel.

The Honorable Board of Supervisors
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ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and; hence, is not subject to the requirements of CEQA.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF' followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachment

c: County Counsel

AMENDMENT 1 TO CONTRACT NO. 71063

OFF-SITE STORAGE AND RETRIEVAL OF RECORDS

THIS AMENDMENT, made and entered into this ____ day of _____, 2007 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and IRON MOUNTAIN, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 71063 was entered into between the COUNTY and the CONTRACTOR, on October 14, 1997, to provide off-site storage and retrieval of records services, for a period of one year with nine 1-year renewal options; and

WHEREAS, the COUNTY has exercised all nine renewal options with the term of the Contract set to expire on October 13, 2007; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to twelve months, not to exceed an aggregate amount of \$70,000, or such greater amount as the board may approve, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 71063 was entered into, the COUNTY has adopted a revised Assignment by Contractor policy and a revised Contractor Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 71063 between them shall be amended as follows:

FIRST: Part I, Section 2.F, Duration of Contract is hereby amended and modified to extend the expiration of the term of the Contract, on a month-to-month basis, for a period of up to twelve months, beginning October 14, 2007, as follows:

F. Duration of Contract

CONTRACTOR shall provide continuous performance of this Contract from month to month, commencing on October 14, 2007, up to the maximum period of twelve months, through and including October 13, 2008, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

SECOND: Part II, Section 4.F, Delegation and Assignment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

F. Assignment by Contractor

- a. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

THIRD: Part III of the Contract is amended by adding the following Paragraph Q:

Q. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- i. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- j. These terms shall also apply to subcontractors of the CONTRACTOR.

FOURTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as previously amended; shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IRON MOUNTAIN, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name